

**AGREEMENT
BETWEEN THE
MICHIGAN
DEPARTMENT OF
HUMAN SERVICES
AND THE SAULT
STE. MARIE TRIBE
OF CHIPPEWA
INDIANS**

This agreement, effective upon the date of signature, is by and between the Michigan DEPARTMENT OF HUMAN SERVICES, having an address at P.O. Box 30037, Lansing, MI 48909, hereinafter referred to as the "Department", and the Sault Ste. Marie Tribe of Chippewa Indians, having a mailing address of 523 Ashmun, Sault Ste. Marie, MI 49783, hereinafter referred to as "the Tribe."

WITNESSETH:

WHEREAS, The Department has been designated to cooperate with the federal government and with all their departments or agencies of the state in any plans established in cooperation with the federal government, and is authorized to contract with State of local units of government and private agencies pursuant to MCL section 400.10; and

WHEREAS, Darwin "Joe" McCoy has lawful authority to bind the Tribe to the terms set forth in this agreement;

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide adult protective services coverage to members of the Tribe residing in tribal trust land in Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties, to authorize protective service workers of the Department to act on behalf of the Tribe under any applicable provisions of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Code, and to clarify the respective authority and responsibilities of the Department and the Tribe regarding adult protective service issues.

2. PROTECTIVE SERVICE COVERAGE ON TRUST LAND

The Tribe has exclusive jurisdiction over adult protective service matters of the members who reside on trust land. Notwithstanding this, the parties wish to authorize the Department's adult protective services workers to act on the Tribe's behalf to protect the welfare of its members as follows:

- a. The Tribe hereby fully authorizes and designates the Department staff of Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft county offices to act as Tribal adult protective services workers on behalf of the tribe.
- b. The Department hereby agrees to provide adult protective services coverage on Tribal trust land in Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties according to P.A. 519 of 1982, P.A. 208 of 1987, P.A. 422 of 1988, P.A. 122 of 1990, P.A. 149 of 1994, and P.A. 222 of 2000, as amended, and the Department policy regarding adult protective services.
- c. It is intended that the authority confirmed upon the Department workers by this Agreement is to be exercised when Tribal adult protective services are unavailable. This will principally occur after working hours and on weekends and holidays. During business hours, adult protective services matters will be referred to Tribal adult services authorities. However, the Department workers may act in an emergency situation when exigencies or the situation do not permit delays in action. Department workers need not contact Tribal authorities prior to acting under this Agreement.
- d. The Department will provide immediate investigation and assessment of situations referred to the Department when an adult is suspected of needing protection. For those found to be in need of protection, services will be provided to assist the adult in achieving a safe and stable status, including, when necessary, the use of legal intervention in the least obtrusive or restrictive manner.
- e. Department workers will provide a written report of each call they receive on trust land to Tribal authorities.

3. COURT PROCEEDINGS

Department workers shall be available to participate as witnesses in Tribal Court in the event that their testimony is deemed necessary. Tribal authorities shall be responsible for the prosecution of cases in Tribal Court.

4. POLICE SERVICES

At this time, Tribal trust lands in Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties are under the jurisdiction of Sault Tribal Law Enforcement for law enforcement purposes. Notwithstanding this fact, there are mutual aid agreements in place between Sault Tribe and all city, township and county law enforcement agencies within Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties that authorize those agencies to act as law enforcement officers on behalf of the Sault Ste. Marie Tribe of Chippewa Indians when a tribal officer is unavailable or when additional assistance is needed. Authority is hereby conferred upon the Department to request police protection and cooperation from Sault Tribe Law Enforcement or any other authorized department if a Sault Tribe office is unavailable.

5. ACTIONS AGAINST THE DEPARTMENT

Any actions brought against the Department or its employees for any alleged acts or omissions occurring on or off of tribal lands arising out of or connected to the performance of this Agreement must be brought in the appropriate Courts of the State of Michigan and not the Tribal Courts, which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan, including those laws pertaining to the immunity of the State and its employees.

6. INFORMATION AND TRAINING

The parties agree to provide information and training and copies of relevant manuals and codes to each other to assist in implementing this Agreement.

7. COOPERATION COMMITTEE

A committee consisting of the Tribe's ACFS Director, or designee, a tribal social services worker, the County Director of Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft County Department of Human Services, or designee, and the protective services workers for the respective counties is hereby established to resolve any questions related to the implementation of this agreement, or to resolve any disputes arising under it.

8. DISPUTES

The Tribe shall notify the Department in writing of its' intent to pursue a claim against Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within the ninety (90) day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

9. CONFIDENTIALITY

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

10. TERM AND AMENDMENT OF AGREEMENT

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

11. LIABILITY

The Tribal shall indemnify, save and hold harmless the Department, its officers and employees, against any and all expense and liability or any kind which the Department may sustain, incur or be required to pay arising out of this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses cause by or resulting from the willful or negligent acts or omissions of the Department or any of its officers and employees. Further, in the event the Tribe becomes involved in or is threatened with litigation, the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear

IN WITNESS WHEREOF, the Department and the Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so, this 12 day of November, 2009.

Witnesses:

[Signature]

SAULT STE. MARIE TRIBE OF
CHIPPEWA INDIANS

[Signature]
By Darwin "Joe" McCoy
Its Tribal Chairman

State of Michigan)

) ss.

County of _____



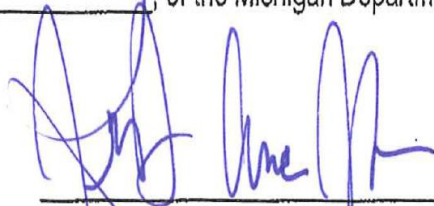
Subscribed and sworn to before me this 12 day of November, 2009 by Darwin "Joe" McCoy, Chairman of the Sault Ste. Marie Tribe of Chippewa Indians.

TARA BENOIT
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF CHIPPEWA
MY COMMISSION EXPIRES APR. 29, 2013
ACTING IN CHIPPEWA

[Signature]
Notary Public
Chippewa County, Michigan

My commission expires: April 29, 2013

Witnesses:


_____MICHIGAN DEPARTMENT OF
HUMAN SERVICES
By: Ismael Ahmed
Its DirectorState of Michigan)
) ss.County of InghamSubscribed and sworn to before me this 11th day of December, 2009 by
Ismael Ahmed, of the Michigan Department of
Human Services.

Notary Public
Ingham County, Michigan
My commission expires: 09-01-2015

KRISTINE ANNE MANION Notary Public, State of Michigan County of Ingham My Commission Expires Sep. 01, 2015 Acting in the County of _____
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